

**Chaudhary Charan Singh Haryana Agricultural University, Hisar**

**ORDER**

Memo No. Admn.R.1/2024/ 1077

Dated: 16/03/2024

On the recommendations of Tender Evaluation & Finalization Committee, the Vice-Chancellor, CCSHAU, Hisar, is pleased to award the contract relating to hiring the agency to engage part time workers and manpower for different Scheme/Project/Central Sponsored Scheme/SF/RF (other than State Scheme) to M/s Impressions Services Pvt. Ltd, Delhi and M/s Sai Ram Security & Placement Service, Hisar on the Nigam /HKRNL Wages Rate + applicable rates of EPF + ESI + GST + Service Charges as detailed below, for a period from 01.04.2024 to 31.03.2025 on the demand of needy departments/ offices/ sections through the respective Controlling Officers of the University as per the prescribed terms & conditions (enclosed), subject to condition that the performance security amounting to Rs. 19,20,000/- (Rs. Nineteen lakhs twenty thousand only) as per terms of the contract to be deposited by these two agencies will be divided equally i.e. Rs. 9,60,000/- (Rs. Nine lakhs sixty thousand only) and subject to fulfilling all the terms and conditions of the contract i.e. execution of agreement, affidavit etc. by these agencies within the time limit prescribed in the terms of the contract:-

Description of job work	Minimum Wages rates	EPF @ 13.00%	ESI @ 3.25%	GST @ 18%	Service Charges
For hiring the agency to engage part time workers and manpower for different Scheme/ Project/Central Sponsored Scheme /SF/RF (other than State Scheme)	As per Nigam/ HKRNL wages rates	As per Rule	As per Rule	As per Rule	2%

**(Income Tax Deduction (TDS) will be deducted as per rules)**

2- Further, the Vice-Chancellor has ordered that all Deans/Directors/Controlling Officers/Officers of the University alongwith Comptroller being Principal Employer take necessary action with regard to engage the part-time workers and manpower for different Scheme/Project/Central Sponsored Scheme/SF/RF (other than State Scheme) from 01.04.2024 to 31.03.2025. The administrative approval/financial sanction are required to be obtained from the competent authority through the Comptroller by the respective Deans/Directors/Controlling Officers/Officers of the University. Thereafter, the controlling officer concerned to place the supply orders for the departments working under their control through the Liaison Officer to supply the part-time workers and manpower by the concerned approved agencies/contractors. The Liaison Officer will ensure that the number of engaged part-time workers and manpower are distributed almost equally between the two agencies/contractors.

3- The concerned Controlling Officer will be responsible for the timely payment to the workers through Bank and compliance of various labour laws by the Contractors. The Principal Employers i.e. the Comptroller may ensure the timely compliance.

4- Further necessary action may be taken accordingly.

Encl: Terms and Conditions

Sd/-  
Registrar

Endst. No. Admn.R.1/2024/1078-1208

Dated: 16/03/2024

A copy of the above is forwarded to the following for information and necessary action, please:-

1. The Secretary to Vice-Chancellor for kind information of the Vice-Chancellor.
2. All Deans/Directors/Officers/HODs/ Offices/ Sections/Units (including outstations), CCSHAU, Hisar.
3. The Comptroller, CCSHAU, Hisar.
4. The Liaison Officer (Outsourcing Jobs), CCS HAU, Hisar.
5. The Incharge, Computer Centre, COBSH, CCS HAU, Hisar to upload on University website.
6. The Joint Director (Audit), CCS HAU, Hisar.
7. M/s Impressions Services Pvt Ltd, Delhi
8. M/s Sai Ram Security & Placement Service, Hisar

They are requested to deposit the performance security, execution of agreement etc. and fulfill all terms of the contract within the time limit prescribed in the enclosed terms & conditions.

  
16/3/2024  
Asstt. Registrar (RC)  
for Registrar

## Terms and Conditions

1. The contract period will be for the period from 01.04.2024 to 31.03.2025. However, the contract is extendable on the recommendation of TEFC of CCS HAU, Hisar with the permission of the Vice-Chancellor subject to satisfactory performance provided by the agency / contractor. The performance of the agency/contractor will be reviewed after every six months by the Performance Review Committee to be constituted by the Competent Authority.
2. The agency/contractor will have to deposit tender document fee of **Rs. 5000/-** in the shape of online payment inclusive tender form cost (Non-refundable). **The cost of e-tendering worth Rs. 1180/-** will be borne by the agency/ contractor himself.
3. The following documents, for entering into contract to be submitted by the Contractors, will be mandatory:-
  - a) Registration Certificate of the Agency/Contractor under Shops & Commercial Establishment Act; Labour License under Contract Labour (R&A) Act; EPF & ESI Registration; PAN Number and TAN Number, GST Number.
  - b) The tenderer/authorized signatory of the agency/contractor will have to deposit the photocopy of his/her Aadhaar Card and PAN as ID proof along with the following documents related to previous years as mentioned below:
    - Income tax returns for two years,
    - Balance Sheet of last two financial years,
    - Business turnover duly audited by Chartered Accountant for previous two years.
    - Clientage/ list working in only Govt./ Semi-Govt./Govt. undertakings / Corporations/ Boards/ Universities along with performance report and experience certificate from the Principal Employers,
    - Details of staff employed by the agency/contractor for the last two years.
    - Proof of payment under ESCROW account or bank.
  - c) The track record of the Contractors enclosing a performance certificate from previous clients should be clean and should not have any involvement in illegal activities or financial misappropriation/ frauds etc. Tenders must be accompanied by declaration to this effect on the letterhead of the contracting firm and duly signed by an authorized person(s).
  - d) Contractors are required to confirm and declare that no agent, middleman or any intermediary will be engaged to provide service. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be taken from worker and that the tender price will not include any such amount. If the "University" subsequently finds to the contrary, it reserves the right to declare the Contractor as non-compliant and declare any contract if already awarded, to be null and void.
4. The minimum wages are to be paid as per Nigam wages rate circulated vide State Govt. letter No. 16/71/2021-3GS-II dated 19.01.2022 & letter No. HKRNL/Finance/1780 dated 06.09.2023 and amended from time to time by the Government.
5. If the agency/contractor is found using coercive tactics or paying less rate of wages for part-time or daily-basis workers engaged in the University as per Haryana Govt. instructions issued vide letter No. 19/71/2021-4HR-III dated 10.08.2022 and subsequent instructions thereon, his contract would be terminated by the competent authority and no representation will be entertained. Apart from this, legal action will be initiated as per the law. In case of any dispute between the parties, the matter will be referred to the Vice-Chancellor for arbitration and his decision shall be final. Provisions of the Indian Arbitration Act shall apply to these proceedings.
6. **Service charges offered by tenderers, will not be accepted if it is less than 2 percent. The rates quoted should be upto 2 decimals only.** The contract will be awarded to the contractor on the basis of lowest service charges as well as past work performance and suitability. **If, service charges quoted by two or more firms/contractors happens to be the same, the work will be awarded upto two contractors who have maximum turn over in previous financial year i.e 2022-23 on the recommendation of TEFC with the approval of competent authority.** However, the University has right to award the contract to the agency/ contractor taking into consideration the merit of the agency/contractor. In case of any dispute, the decision of TEFC will be final.
7. The tender documents containing technical bid, financial bid, terms & conditions etc. can be downloaded from the University website. **The EMD of Rs. 7,68,000/- through online transfer (NEFT/ RTGS) will be required to be deposited** by all the tenderers with the technical bid. However, the EMD will be retained by the University of only those agency/contractor who has been awarded contract. EMD of unsuccessful bidders / tenderers will be refunded within 15 days after finalization of contract.



- 8 The Performance Security of Rs. 19,20,000 (Rs. Nineteen lakh twenty thousand only) i.e. 5% of estimated cost in form of bank FDR under bank lien of Comptroller, CCSHAU, Hisar. The performance security shall be refunded by the Principal Employer after six months of successful completion of contract period and submission of no dues from all controlling officers. The EMD will be refunded on the request of Agency/Contractor after receipt of performance security.
- 9 The Financial bid shall be opened only for eligible and qualified applicants as per tender documents.
- 10 The employees of this University and their family members shall not be permitted to submit the tender. If such case is observed the Bid is liable for rejection.
- 11 After considering the eligibility and suitability by the TEFC and approved by the worthy Vice-Chancellor the contract will be awarded. Thereafter, the work can be allotted to the contractor by the concerned Incharge/ Head/ Controlling Officer through Liaison Officer after obtaining necessary financial sanction from the competent authority on their need basis.
- 12 The contract will be initially for the period from 01.04.2024 to 31.03.2025 and it may be extended by TEFC with the permission of the Vice-Chancellor, subject to satisfactory services provided by the contractor.
- 13 The agency/ contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years and above 60 years of age.
- 14 The agency/ contractor will submit an affidavit to the effect that they have not taken any amount (money) from the worker for any process/fulfillment of any condition of his agency in violation of State Govt. instructions in this regard.
- 15 The worker/manpower will also submit an affidavit to the agency as to the effect that they have not given any amount (money) to the agency to fulfill the condition of agency/ contractor and the agency will enclose the same with the first bill of their wages to the DDO concerned.
- 16 In case of any loss, theft, sabotage etc. caused by or attributable to any of personnel deployed by contractor, the university shall have right to claim/ recover the damage from contractor and decision of TEFC will be final.
- 17 The Contractor shall have to produce the relevant records during the period of contract whenever required by the Principal Employer/ Labour Department, Govt. of Haryana.
- 18 The personnel deployed under this contract shall maintain proper office decorum and shall not disclose any secret official information to any unauthorized person.
- 19 The personnel employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the University.
- 20 The Agency/ contractor shall not sub-contract the services of personnel sponsored by them, nor sublet the contract.
- 21 The University reserves the rights to award the contract/work in full or in parts to any Agency/ contractor and also terminate the contract/work at any stage if the performance of the Agency/contractor is found unsatisfactory.
- 22 The contract may be terminated and Performance Security will be forfeited in any of the following contingencies:
- i) The University shall have full power and authority to terminate this contract in case of any violation of terms & conditions/ Labour Laws by the contractor/any other reasons by giving 60 days clear notice in writing. The same contract will then be offered to any agency/ contractor out of the agencies/ contractors found technically successful.
  - ii) Similarly, if the contractor wants to rescind the contract, he/ she is required to give at least 60 days' notice for withdrawal of services and will not rescind the work till alternative arrangement is made by the University, failing which Performance Security is liable to be forfeited.
- 23 The contractor/agency will be responsible for opening individual EPF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing previous month employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
- 24 The contractor/agency alone shall exercise the control over the personnel deputed as per the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.



- 25 The contractor will have to submit the monthly bills upto 2<sup>nd</sup> of each month and the concerned controlling officer will ensure that the bill of worker on monthly basis along with all required documents submitted by the agency/contractor is verified and passed by the 4<sup>th</sup> of each month positively and the agency/ contractor will make payment to the worker immediately i.e. upto 7<sup>th</sup> of each month to the individuals bank accounts of the worker through RTGS/NEFT/ Online/ESCROW account. The tax deducted at source and such other taxes/ levies as are required by law to be deducted, shall be deducted from the charges payable to the agency/ contractor. However, amount of bill or admissible amount will be released by the DDO concerned in the following month provided the invoice/ bill is accompanied by the proof of the following:-
- a) Attendance Sheet duly signed by contractor of month for which payment is claimed.
  - b) Wages statement showing individuals deductions under different mandatory heads for the month of payment.
  - c) Certified copy of the bank scroll showing disbursement of wages of previous month in individual accounts.
  - d) Certified copy of Challans for depositing EPF/ ESI etc. of the previous month.
26. The concerned Controlling Officer will be responsible for the timely payment to the workers through Bank and compliance of various labour laws by the Contractors. The Principal Employers i.e. the Comptroller may ensure the timely compliance.
27. The agency/ contractor shall furnish details of disbursement made to the part-time contractual staff indicating the amount of remuneration received from the CCS HAU, Hisar against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the worker before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the workers and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.
28. If the agency/ contractor fails to release the wages within three days of the receipt of payment of bill for the preceding month then a penalty for Rs. 500/- for a week and Rs. 1000/- thereafter will be imposed.
29. That, it is further understood and agreed between the parties that any changes in the payments structure viz; ESI, EPF, service charges etc. as per the change in the law are recoverable from the University within the said statutory provisions of law. The service providers will be raising bill to the concerned department accordingly and the concerned department/ office of the University will have all rights to recover the amount paid in excess due to change in statutory provisions, if any.
30. The Contractor shall abide by and follow all the Labour Laws strictly.
31. That the rates entered into between the contractor and CCS HAU, Hisar for the purpose of supplying the aforesaid services on part-time basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of Haryana/ HKRNL rates.
32. That, the contractor/contractors shall make sure that the worker/manpower provided by him/them shall be with Photo identity card issued by the agency/ contractor. These cards are to be constantly displayed and their loss reported immediately.
33. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, I.D. Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance etc. at his own risk and cost.
34. That, the University shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
35. That the contractor shall be responsible for any loss or damage caused or suffered by the concerned department on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of the University by any act or omission on the part of contractor's workers/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of the University. The decision of the Vice Chancellor, CCS HAU shall be treated as final in this regard after the said enquiry.
36. An attendance register shall be maintained by the contractor for all the workers deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the concerned department/ office and the payment, shall be made to the contractor on the basis of attendance register.



37. That in case of any dispute arising out of this agreement between the contractor and the University, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Vice-Chancellor, CCS HAU, Hisar, who may himself/herself take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties.
38. It is further agreed that the worker/manpower so engaged by the contractor and deputed in the offices of CCS HAU, Hisar shall have no right to employment against any post of the University. It is further agreed that their services are being taken on a purely contractual basis and University reserves the rights to do away with the agreement as and when so required without assigning any reason.
39. The agency/ contractor shall furnish necessary certificate to the liaison officer on its/his letter head regarding the character & antecedents of all the personnel to be engaged by them during the period of contract as to effect that the same are satisfactory.
40. In the event of any dispute or difference arising out of or in any way touching or concerning the agreement whatsoever, the same shall be referred to the sole arbitration of the Vice-Chancellor or his nominee.
41. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with CCS HAU, Hisar.
42. The approved contractor will have to execute the Contract Agreement with Performance Security accepting all terms & conditions stipulated herein on a non-judicial stamp paper worth Rs.100/- (Rs. One hundred only) within fifteen days from the issue of the letter of award of contract to the Principal Employer who will sign the agreement on behalf of University as 2<sup>nd</sup> party. In the event of failure on the part of the successful Bidder to sign the Contract within the stipulated period, the EMD shall be forfeited and the acceptance of Bid shall be considered as cancelled and will be allotted to the next bidder by the authority with the recommendations of TEFC.
43. The contract shall be governed by and executed according to the law in force. The agency/ contractor shall hereby submit to the jurisdiction of the court situated at Hisar for the purpose of actions any proceedings arising out of the contract and the courts at Hisar only will have the jurisdiction to hear and decide such actions and proceedings.
44. The agency/ contractor will operate its local office at Hisar to ensure satisfactory fulfillment of contractual obligations.
45. All other terms and conditions of the Govt. of Haryana issued from time to time and its subsequent instructions by the University will have to be followed by the contractors.
46. Income tax will be deducted at source @ 2% from the monthly payment as per State Govt. Policy issued vide No. 43/5/2001-3GS-II dated 20.02.2014. No. relaxation in rate of income tax will be admissible on any ground.
47. Smoking and consumption of alcohol or any prohibited substance by the worker within the entire area of the University is strictly prohibited. Any violations of this rule shall be dealt with as per the law and culprit will be discharged immediately.
48. The contractual staff will not indulge in political activities within campus premises and seek any personal favour from University staff or officers or students.
49. Lending, borrowing and sitting idle or in groups is strictly prohibited during working hours.

